

# Helena Prerelease

## **1. Standard Contract Terms**

### **A. Parties**

The Montana Department of Corrections (DEPARTMENT) and **Boyd Andrew Community Services** (CONTRACTOR) enter into this Contract (**06-053-ACCD Revised FY - 12**) for services. The parties mailing addresses, and telephone numbers, are as follows:

Montana Department of Corrections  
Adult Community Corrections Division  
5 South Last Chance Gulch  
PO Box 201301  
Helena MT 59620-1301  
(406) 444-3930

**Boyd Andrew Community Services**  
**60 South Last Chance Gulch**  
**PO Box 1153**  
**Helena, MT 59624**  
**(406) 443-2343**

### **1. Document Precedence**

RFP# PRC-40-99-Helena, CONTRACTOR'S initial response, and revision and clarification of proposed rates, are hereby incorporated by reference and made a part of this Contract as if set forth in full herein. This Contract consists of, and precedence is established by, the order of the following documents incorporated into this Contract:

- a. This Contract document;
- b. CONTRACTOR'S Response to the Request For Proposal document (RFP# PRC-40-99-Helena) and
- c. The Request For Proposal document (RFP# PRC-40-99-Helena).

CONTRACTOR shall notify DEPARTMENT in writing of any apparent conflict between the referenced documents. All apparent conflicts shall be resolved by the parties according to the considerations set forth herein.

**DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:**

**This Contract shall replace the previous Contract (#06-053-ACCD) in its entirety upon receipt of signatures by all parties.**

### **B. Time of Performance**

1. This Contract shall take effect July 1, 2005 and shall terminate on June 30, 2025, unless terminated earlier in accordance with the terms of this Contract.
2. Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

3. It is understood and agreed that this Contract is dependent upon appropriation of funds for this Contract by the Montana Legislature. Further, the parties recognize that the act of appropriation is a legislative act. DEPARTMENT agrees to take such action as is necessary under the laws applicable to the State to timely and properly budget for and request the appropriation of funds from the Legislature of the State of Montana which will permit DEPARTMENT to make all payments required under this Contract.
4. On or about May 1, 2011, and every two years thereafter during the term of this Contract, the parties will arrange to meet to negotiate the terms of this contract for the succeeding two year period.

#### C. Liaisons and Notice

In order to effectively administer this contract, each party has appointed the following contract persons:

##### 1. The Contact Persons for DEPARTMENT are:

Operational Issues:	Adult Community Corrections Division Administrator or designee
Contract Issues:	Prerelease Contract Manager
Notice/Litigation:	Chief Legal Counsel
Emergency Contact:	Prerelease Contract Manager

##### 2. The Contact Persons for CONTRACTOR are:

Operational Issues:	Program Administrator
Contract Issues:	Chief Executive Officer
Notice/Litigation:	Chief Executive Officer

Replacement of the positions identified herein shall be accomplished by written notice to the other party. All notices, reports, billings, and correspondence to the respective parties of this Contract shall be sent to the attention of the appropriate person in the positions listed above.

#### D. Access to Records – Offender Records/Files/OMIS access

CONTRACTOR must follow ACCD 1.5.500 Case Records Management and ACCD 1.5.600 Offender Records Access and Release.

#### E. Access to Facility

With reasonable notice, DEPARTMENT employees, the Legislative Auditors Office, the Governor's Office, the Board of Pardons and Parole, and members of the Legislature shall have access to the Facility to allow for observation of the Program and its operation.

CONTRACTOR agrees to provide DEPARTMENT, the Legislative Auditor, or their authorized agents with access to any records necessary to determine Contract compliance (Ref. 18-1-118, MCA). Access shall include, but not be limited to; program and financial records, CONTRACTORS staff, and offenders housed in the Facility. All such persons desiring access to the Facility shall be subject to CONTRACTOR'S routine security inspection. CONTRACTOR shall be given reasonable advance notice to accommodate organized tours of the Facility.

## F. Emergency Preparedness

1. CONTRACTOR must follow ACCD 3.2.100 Emergency Preparedness. CONTRACTOR shall maintain written procedures to provide for the continued operation of the program in the event of an employee work stoppage, emergency, or disaster. The procedures shall include, but not be limited to: assignment of tasks and responsibilities, instructions for the use of alarm systems, notification of authorities, use of special emergency equipment, and specifications of escape routes and procedures. The emergency evacuation routes shall be posted at highly visible locations and explained to each new offender at orientation. The Facility shall conduct and maintain documentation of quarterly drills and evaluate the effectiveness of disaster procedures.
2. In compliance with MDOC Policy 3.2.1, Emergency Management, CONTRACTOR must have a written Emergency Operations Plan and Continuity of Operation Plan that are in compliance with the National Incident Management System, Incident Command System and the DEPARTMENT'S Emergency Operations Plan and Continuity of Operation Plan. These plans must be approved by DEPARTMENT.
3. CONTRACTOR must have a written Contingency Plan approved by DEPARTMENT that addresses the following:
  - a. An identified alternate location for offenders to reside temporarily for approximately a ninety (90) day duration, that provides adequate life support resources (i.e. food, shelter, water, personal hygiene) in the event of a natural or man-made event (i.e. earthquake, wildfire, prolonged/catastrophic utility failure, etc.) which renders the facility uninhabitable.

### 4. Work stoppage

CONTRACTOR shall develop and maintain an emergency plan that addresses staffing during sick outs, strikes, and work stoppages at the Program and shall notify Local law enforcement personnel and the Prerelease Contract Manager or designee once it becomes apparent that the Helena Prerelease may become or, actually becomes, subject to a sick out, strike, or work stoppage.

### 5. Use of force

Use of force by CONTRACTOR employees shall be consistent with MDOC Policies, 3.1.8 Use of Force and Restraints; and 3.1.17 Searches and Contraband Control.

The use or possession of firearms or gases for control of offenders will be consistent with state law and MDOC policies and procedures. Additionally, all such items will be prohibited at the facility except by local law enforcement and MDOC officials. The Helena Prerelease Program will have appropriate storage for firearms, etc. that may be brought on-site by local law enforcement personnel or transport officials.

### 6. Assumed control

CONTRACTOR must provide for MDOC approval, detailed plans that MDOC may use to assume control of the Program. Detailed plans shall include, but not be limited to: A plan identifying the

process of transferring the Program operation from CONTRACTOR to MDOC upon termination of the Contract.

#### G. Compensation/Billing

DEPARTMENT agrees to pay a daily per diem rate where “daily” means each day, or part of a day, including the first but not the last day of program participation/confinement. This applies to each subsection listed under Section G (1) below. DEPARTMENT will compensate CONTRACTOR at new negotiated rates effective July 1<sup>st</sup> of the beginning of the Fiscal Year if a new contract amendment has been signed by all the parties. The parties may extend Contract approval by up to 30 days if there are extenuating circumstances (e.g. Department does not initiate negotiations in a timely manner, special sessions, pending legal opinion, or per statutory effective date). Contract approval will not be unreasonably withheld by either party. If there are extenuating circumstances, DEPARTMENT will pay the new negotiated rates to CONTRACTOR beginning on the first day of the month following the date of the last signature. If the parties cannot agree to the Contract terms by July 31st, the parties will resolve the impasse with mediation and the cost of mediation will be split equally between the parties. DEPARTMENT shall compensate CONTRACTOR for successful delivery of the services provided pursuant to Contract in the following manner:

##### 1. Compensation:

**\* The parties propose to expand the number of beds and maximum compensation in this section, effective November 1, 2011. In order for this expansion to take effect, the parties must conform to administrative rule for expansion of prerelease centers as adopted by DEPARTMENT, and must have complied with all requirements of the administrative rules for said expansion. If expansion does not conform to the administrative rules as adopted by DEPARTMENT or if CONTRACTOR or DEPARTMENT has not complied with all requirements of administrative rules for said expansion, CONTRACTOR will not receive additional beds or compensation referenced.**

##### a. Total contract amount

###### **FY – 2012 (July 1, 2011 – June 30, 2012)**

Contract Maximum reimbursement shall not exceed **\$2,332,596.88** for the contract period beginning July 1, 2011 and ending June 30, 2012.

###### **\* FY – 2012 (July 1, 2011 – June 30, 2012)**

Effective November 1, 2011, Contract Maximum reimbursement shall not exceed **\$2,441,484.16** for the contract period beginning July 1, 2011 and ending June 30, 2012.

###### **FY – 2013 (July 1, 2012 – June 30, 2013)**

Contract Maximum reimbursement shall not exceed **\$2,347,441.10** for the contract period beginning July 1, 2012 and ending June 30, 2013.

###### **\* FY – 2013 (July 1, 2012 – June 30, 2013)**

Contract Maximum reimbursement shall not exceed **\$2,508,438.95** for the contract period beginning July 1, 2012 and ending June 30, 2013.

b. Offender per diem rates

**FY – 2012 (July 1, 2011 – June 30, 2012)**

**Helena Prerelease:** For the contract period beginning July 1, 2011 and ending June 30, 2012, DEPARTMENT will pay CONTRACTOR a per diem rate of **\$59.28 (fifty-nine and 28/100 dollars) per offender**, per day. Program capacity at the Helena Prerelease facility is ninety-two (92) male Prerelease beds, with maximum compensations calculated at an Average Daily Population of **ninety-two (92)** beds for the contract year.

**\*FY – 2012 (July 1, 2011 – June 30, 2012)**

**Helena Prerelease:** Effective November 1, 2011, during the contract period beginning July 1, 2011 and ending June 30, 2012, DEPARTMENT will pay CONTRACTOR a per diem rate of **\$59.28 (fifty-nine and 28/100 dollars) per offender**, per day. Program capacity at the Helena Prerelease facility is ninety-nine (99) male Prerelease beds, with maximum compensations calculated at an Average Daily Population of **ninety-nine (99)** beds for the contract year.

**Helena Prerelease- WATCH Aftercare:** For the contract period beginning July 1, 2011 and ending June 30, 2012, DEPARTMENT will pay CONTRACTOR a per diem rate of **\$53.32 (fifty-three and 32/100 dollars) per offender**, per day. Program capacity at the Helena Prerelease- WATCH Aftercare facility is six (6) male Aftercare beds, with maximum compensations calculated at an Average Daily Population of six (6) beds for the contract year.

**FY – 2013 (July 1, 2012 – June 30, 2013)**

**Helena Prerelease:** For the contract period beginning July 1, 2012 and ending June 30, 2013, DEPARTMENT will pay CONTRACTOR a per diem rate of **\$59.87 (fifty-nine and 87/100 dollars) per offender**, per day. Program capacity at the Helena Prerelease facility is ninety-two (92) male Prerelease beds, with maximum compensations calculated at an Average Daily Population of **ninety-two (92)** beds for the contract year.

**\*FY – 2013 (July 1, 2012 – June 30, 2013)**

**Helena Prerelease:** For the contract period beginning July 1, 2012 and ending June 30, 2013, DEPARTMENT will pay CONTRACTOR a per diem rate of **\$59.87 (fifty-nine and 87/100 dollars) per offender**, per day. Program capacity at the Helena Prerelease facility is ninety-nine (99) male Prerelease beds, with maximum compensations calculated at an Average Daily Population of **ninety-nine (99)** beds for the contract year.

**Helena Prerelease- WATCH Aftercare:** For the contract period beginning July 1, 2012 and ending June 30, 2013, DEPARTMENT will pay CONTRACTOR a per diem rate of **\$53.85 (fifty-three and 85/100 dollars) per offender**, per day. Program capacity at the Helena Prerelease- WATCH Aftercare facility is six (6) male Aftercare beds, with maximum compensations calculated at an Average Daily Population of six (6) beds for the contract year.

The daily per diem rate paid to CONTRACTOR for **transitional living program (TLP) services** – provided in accordance with Section 2 (C)(8) of this Agreement – is **\$21.00 per offender, per day**. CONTRACTOR’S goal is to maintain ten (10) offenders in this program at all times and the maximum amount paid to CONTRACTOR, as noted in Section 1(G)(1)(a), is based upon this goal and the corresponding dollar amount included in the contract maximum.

The daily per diem rate paid to CONTRACTOR for **enhanced supervision program (ESP) services** – provided in accordance with Section 2(C)(9) of this Agreement – is **\$15.00 per offender, per day**, with a guarantee of payment for six (6) ESP offenders, per day, regardless of the actual number of offenders in the program. CONTRACTOR’S goal is to maintain six (6) offenders in this program at all times and the maximum amount paid to CONTRACTOR, as noted in Section 1(G)(1)(a), is based upon this goal and the corresponding dollar amount included in the contract maximum. CONTRACTOR will collect \$5.00 per day, per offender, for which ESP services are rendered. Collection from offenders must occur prior to the DEPARTMENT being invoiced for the current month. The invoice to the DEPARTMENT for ESP will be reduced by \$5.00 per day for each offender CONTRACTOR collects from. Any amounts uncollected by CONTRACTOR will be billed to the DEPARTMENT via monthly invoice.

CONTRACTOR shall not exceed the combined capacity level for the facility. However, capacity levels between male, female, TLP, ESP, beds listed above may be adjusted within this combined capacity total to account for occasional population fluctuations.

During an offender’s detention placement, DEPARTMENT will continue payment to CONTRACTOR at the contracted per diem rate to allow CONTRACTOR to “hold” the bed until the offender’s return. However, upon determination by DEPARTMENT Hearing Officer that the offender will be returned to a higher level of custody from County detention center, CONTRACTOR will discontinue receiving per diem payments for the offender and may immediately fill the bed with another offender.

DEPARTMENT shall pay CONTRACTOR for male and female resident beds left temporarily vacant by offenders who are placed in a **jail facility** and/or those serving a **sanction**, and not a revocation, to the START, ASRC Programs, and jail facilities, and who will be returning to the prerelease center they were sanctioned from within a thirty (30) day time period. DEPARTMENT will not compensate CONTRACTOR for sanctions lasting longer than 30 days unless approved in writing by the DEPARTMENT. Longer sanctions require Department Administrator approval.

DEPARTMENT will be responsible for paying all offender County jail per diem charges directly to the County. CONTRACTOR will bill offender and collect from funds available in resident account, to the extent deemed reasonable by CONTRACTOR, the DOC-established County Jail per diem rate per offender, per day, for those offenders that serve jail days while in the prerelease program. DEPARTMENT will bill CONTRACTOR the DOC-established County Jail per diem rate per offender, per day, via a monthly invoice, for county jail days billed to DEPARTMENT by the County jail. DEPARTMENT will approve and forward invoice to CONTRACTOR. CONTRACTOR will remit to DEPARTMENT collectable amounts from offenders as determined reasonable by CONTRACTOR. CONTRACTOR

shall not be responsible for any amount invoiced, but not paid from resident accounts. Unpaid invoice amounts will not be carried forward from month to month.

c. Special funds (special needs, stipends, sex offenders)

CONTRACTOR must follow ACCD 5.1.202 Prerelease Stipend and Special Needs Funding.

**DEPARTMENT shall pay CONTRACTOR a share of fifty thousand and 00/100 dollars (\$50,000) per fiscal year** to be allocated by contract capacity between Alternatives, Inc., Great Falls Prerelease Services, Inc., Missoula Correctional Services, Inc., Community, Counseling & Correctional Services, Inc., Boyd Andrew Community Services, and Gallatin County to pay for expenses related to *stipend requests*, and allocated by Facility contract capacity. Boyd Andrew Community Services (**Helena Prerelease**) **allocation amount for FY 2012 will be \$6,072.00 and \$6,072.00 for FY 2013.** This amount will not be counted toward the maximum amount paid under the contract in section 1(G)(1)(a).

**DEPARTMENT shall pay CONTRACTOR a share of fifty thousand and 00/100 dollars (\$50,000) per fiscal year** to be distributed on a first come, first serve basis between Alternatives, Inc., Great Falls Prerelease Services, Inc., Missoula Correctional Services, Inc., Community, Counseling & Correctional Services, Inc., Boyd Andrew Community Services, and Gallatin County to pay for expenses related to necessary services provided to offenders qualifying as "*special needs*" offenders. This amount will not be counted toward the maximum amount paid under the contract in section 1(G)(1)(a).

In addition to the daily per diem rate, DEPARTMENT will pay CONTRACTOR an additional \$11.00 per sex offender per day. CONTRACTOR may utilize up to five (5) beds, included within its current contract capacity, for this purpose, not to **exceed \$20,130.00 in FY 2012 and \$20,075.00 in FY 2013.** This additional money for sex offender services is also included in the total contract maximum amounts listed in Section 1(G)(1)(a). CONTRACTOR must follow ACCD 3.5.100 Sex Offender Services.

\* In addition to the daily per diem rate, Effective November 1, 2011, DEPARTMENT will pay CONTRACTOR an additional \$11.00 per sex offender per day. CONTRACTOR may utilize up to seven (7) beds, included within its current contract capacity, for this purpose, not to **exceed \$28,105.00 in FY 2012 and \$28,182.00 in FY 2013.** This additional money for sex offender services is already included in the total contract maximum amounts listed in Section 1(G)(1)(a). CONTRACTOR must follow ACCD 3.5.100 Sex Offender Services.

d. Position compensation (nurse, mental health)

**DEPARTMENT shall pay CONTRACTOR a one-time payment of thirty-one thousand and 00/100 dollars (\$31,000) per fiscal year**, for no less than fifteen (15) hours per week of service from a registered nurse. The amount of payment for this service will be pro-rated, should nursing service not be available for an entire fiscal year. Should CONTRACTOR provide sick call, CONTRACTOR must comply with all applicable laws and regulations regarding practices of nursing and medicine.

DEPARTMENT shall pay CONTRACTOR for actual utilization and delivery of mental health services provided in accordance with ACCD 4.5.200 Healthcare Responsibilities.

Payment will be based upon current Medicaid rates, not to exceed **\$58,500.00** (fifty- eight thousand five hundred and 00/100 dollars) annually.

- e. Booter Aftercare per diem (Great Falls PRC only)—not applicable.

## 2. Billing/Payment:

- a. All payments made under this Contract shall be made only upon submission by CONTRACTOR of an Invoice specifying the amounts due for contractual services rendered during the preceding month and certifying that services requested under the Contract have been performed in accordance with the Contract. Electronic invoices provided by DEPARTMENT shall be submitted no later than the 10<sup>th</sup> of each month and shall contain each offender name and (AO) number (Adult Offender # (AO#)) participating in the Helena Prerelease and WATCH Aftercare Programs, the date of Program entry, and date of release, if applicable. CONTRACTOR must follow ACCD 1.2.300 Institutional/Non-institutional.
- b. DEPARTMENT agrees to pay CONTRACTOR within 30 days following receipt of a correct invoice. Invoices are subject to audit and adjustment by DEPARTMENT before and after payment is made. Unless such invoice is subjected to a special review or audit, DEPARTMENT will make every effort to pay CONTRACTOR or provide written explanation of exception, within 15 days of DEPARTMENT receiving a correct invoice.
- c. The per diem rate constitutes the sole and exclusive payment by DEPARTMENT for the provision of all services required herein and shall remain in effect until changed by mutual agreement of both parties, except as otherwise specifically provided in this Contract.
- d. DEPARTMENT may withhold payments to CONTRACTOR in an amount equal to the additional costs to the DEPARTMENT or \$1,000.00 per month, whichever is greater, for failure to perform in accordance with the terms of this Agreement. However, prior to withholding payment, DEPARTMENT shall notify CONTRACTOR [and the MFFA (hereinafter defined, and if facility is financed by MFFA)] in writing, of its failure to perform. The notice shall specify acts or omissions constituting the default. If CONTRACTOR fails to remedy the default or submit an action plan deemed acceptable by DEPARTMENT within 60 days of receiving notice, DEPARTMENT may withhold payments. DEPARTMENT may allow CONTRACTOR additional time, as appropriate, provided CONTRACTOR demonstrates a good faith effort to achieve compliance.
- e. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.
- f. CONTRACTOR shall maintain a male population consistency of 50% institutional offenders based on a 95% occupancy rate of total contracted male beds. To determine the male offender population consistency percentage, only male resident beds will be considered. Transitional Living and Enhanced Supervision will not be included in this figure. DEPARTMENT will conduct random audits to determine if CONTRACTOR is maintaining a male population consistency of 50% institutional offenders based on a 95% occupancy rate. If the institutional offender population consistency falls below 50% of the occupancy rate for three (3) consecutive months, with adequate referrals from the DEPARTMENT, DEPARTMENT will deduct 2% off the current per diem rate on the fourth month to continue



on a month to month basis until CONTRACTOR regains the required population consistency. If it is determined DEPARTMENT is not providing at least 50% institutional referrals, CONTRACTOR will not be penalized.

g. DEPARTMENT shall not reimburse CONTRACTOR for any offender whose length of stay extends beyond 200 days unless specifically authorized and approved in writing by the PRC Contract Manager or designee, prior to the expiration of the 200-day period.

h. Not applicable.

### 3. Bonding (If financed with MFFA)

In order to provide financing of CONTRACTOR'S prerelease center facility and improvements to such facility in July, 2000 CONTRACTOR requested the issuance of \$2,245,000 in tax-exempt bonds (the "Series 2000 Bonds") by the Montana Health Facility Authority (currently known as the Montana Facility Finance Authority and referred to herein as "MFFA") and a loan of the proceeds of the Series 2000 Bonds to CONTRACTOR pursuant to Montana Code Annotated Sections 90-7-226 through 228. As security for the Series 2000 Bonds, the MFFA required a written contract for services between CONTRACTOR and DEPARTMENT, which was executed July 19, 2000 and approved by MFFA pursuant to Section 90-7-226(1) MCA (the "July 2000 Contract"). In May, 2004 CONTRACTOR also requested financing by MFFA for an expansion of its facilities by the issuance of \$250,000 in aggregate principal amount of MFFA bonds (the "Series 2004 Bonds"). CONTRACTOR also requested financing by MFFA in August 2005 for an expansion of its facilities by the issuance of \$1,300,000 in aggregate principal amount of MFFA bonds (the "Series 2005 Bonds") (collectively the Series 2000, Series 2004 and Series 2005 Bonds are referred to as the "Bonds". The July 2000 Contract (as amended) required DEPARTMENT to commit to the following provisions during the term of the Bonds (and DEPARTMENT hereby ratifies these commitments in this contract):

- a. Payment by DEPARTMENT for additional reimbursement for the cost of the new facility and the maintenance of a 115% debt service coverage for the Bonds. In addition, DEPARTMENT will review the CONTRACTOR'S yearly (audited) and quarterly (unaudited) financial statements (which the CONTRACTOR agrees to timely provide to DEPARTMENT for such review) to determine compliance with the Debt Service Coverage Requirement; and
- b. guaranty of payment by DEPARTMENT for 75% of the contracted bed space. The amount of payment is designed to cover CONTRACTOR'S fixed costs for a guaranteed 75% of contracted bed space.
- c. As part of the compensation and deducted monthly from DEPARTMENT'S regular payments to CONTRACTOR, by August 15<sup>th</sup> of each year, DEPARTMENT shall pay, on behalf of CONTRACTOR, to U.S. Bank National Association, as Trustee (the "Trustee") of the Bonds under an Indenture of Trust dated as of July 1, 2000, as supplemented for the issuance of the Series 2004 and Series 2005 Bonds (the "Indenture"), the following amounts:
  - i. the principal of and interest on the Bonds coming due in the following 12 months;
  - ii. the Program Expenses (as defined in the Indenture);
  - iii. any amounts necessary to make the Reserve Fund equal to the Reserve

- Requirement (as defined in the Indenture);
- iv. any amounts due under a Capital Reserve Account Agreement between the MFFA and the Board of Investments (as defined in the Indenture); and
  - v. any amounts necessary to be paid into the Rebate Fund (as defined in the Indenture); less any funds accumulated in the Bond Fund (as defined in the Indenture).
- d. The parties hereto agree that the provisions of the Sections G(1) through G(2) above are not intended to replace or conflict with the commitments stated in this Section G(3). CONTRACTOR agrees to use its best efforts to provide bed space to maintain the occupancy and population consistency rates for DEPARTMENT referrals as described in Section G (2)(f).
- e. As used in this Contract and as defined in the Bond Indenture that providing financing for this Facility, the following definition applies:
- “Income Available for Debt Service” means with respect to the “Series 2000, 2004, and 2005 Bonds” the total operating Revenues of the Helena Prerelease Program in a Fiscal Year, less the total operating expenses of the Helena Prerelease Program for such Fiscal Year, as determined in accordance with generally accepted accounting principles to which shall be added depreciation and amortization, interest expense contribution restricted to use for debt service, and from which shall be excluded all ordinary gains and losses for such Fiscal Year.
- f. If CONTRACTOR requests additional financing from MFFA for a prerelease center project through the issuance of additional bonds issued under the Indenture and secured with the Bonds, on a parity basis, by the provisions of this contract, then the commitments of DEPARTMENT referenced in Section G(3)(d) shall also apply to such additional bonds.

#### H. Agency Assistance

Not Applicable

#### I. Intellectual Property

All patent and other legal rights in or to inventions created in whole or in part under this contract must be available to DEPARTMENT for royalty-free and nonexclusive licensing. Both parties shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and authorize others to use, copyrightable property created under this contract.

#### J. Compliance with Laws

##### 1. State, federal, and local laws

CONTRACTOR must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and ADA Amendments Act of 2008, Section 504 of the Rehabilitation Act of 1973, and Public Law 108-79 Prison Rape Elimination Act and the standards mandated therein. Any subletting

or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.

a. Prison Rape Elimination Act

CONTRACTOR shall comply with 42 U.S.C.A. § 15601, MDOC Policy 1.3.14, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. CONTRACTOR shall establish a zero tolerance policy to incidents of sexual assault/rape or sexual misconduct.

DEPARTMENT will provide PREA instructor training classes. CONTRACTOR shall be required to send instructor candidates to the instructor PREA training program. CONTRACTOR shall require all staff, volunteers, and contracted staff to attend the basic PREA training and such on-going annual training as may be required by law, DEPARTMENT, and CONTRACTOR policy. CONTRACTOR shall require first-line responders or staff who may be involved in incidents of sexual assault/rape or sexual misconduct to attend specialized PREA training. CONTRACTOR shall provide proof of compliance. CONTRACTOR shall ensure that during orientation offenders receive Facility orientation and orientation material regarding PREA. Offenders shall be required to sign an acknowledgement of having received the information. CONTRACTOR shall report all incidents or suspected incidents of staff misconduct as per MDOC Policy 1.1.6 Priority Incident Reporting and Acting Director System to DEPARTMENTS' Prerelease Contract Manager or designee, as well as, all reportable incidents of sexual assault/rape, sexual misconduct or sexual acts involving offenders.

2. Compliance with Worker's Compensation Act

Neither CONTRACTOR nor its employees are employees of the State. In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana. CONTRACTOR shall provide proof of compliance in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such insurance, exemption, or corporate officer status for the duration of the contract. CONTRACTOR shall submit a copy of all renewals of expired insurance and exemptions to: Department of Corrections, Contracts Management Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301.

3. Prevailing Wage

- a. **Montana Resident Preference.** The nature of the work performed, or services provided, under this contract meets the statutory definition of a "public works contract" in section 18-2-401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted in relation to

these statutes. Unless superseded by federal law, each contractor shall ensure that at least 50% of a contractor's workers performing labor on a construction project are bona fide Montana residents.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

- b. **Standard Prevailing Rate of Wages.** In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Furthermore, section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA.

Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis. Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

All contractors and employers shall classify each employee who performs labor on a public works project according to the applicable standard prevailing rate of wages for such craft, classification, or type of employee established by the Commissioner of the Montana Department of Labor and Industry, and shall pay each such employee a rate of wages not less than the standard prevailing rate as specified in the Montana Prevailing Wages Rates for Nonconstruction Services 2003. The booklet containing these 2003 rates is attached to this Contract and made a part thereof by reference.

#### 4. DNA

CONTRACTOR will comply with MDOC Policy 1.5.13, DNA Testing/Collection of Biological Samples by following the procedures outlined within the policy or utilizing a community resource to obtain DNA samples from designated offenders. Upon an applicable offender's release or return to custody, CONTRACTOR will forward written documentation [of the conducted sampling] to the supervising P&P Office or appropriate facility.

## K. Fiscal Management/Reporting

### 1. Annual Reports

CONTRACTOR must have an independent financial audit conducted annually, at its expense, and submit these to the Prerelease Contract Manager no later than December 31<sup>st</sup> of each calendar year.

### 2. No Adverse Change

On an annual basis, CONTRACTOR must certify by signature of its authorized representative, that since the date of CONTRACTOR'S most recent financial statements, there has not been any material adverse change in CONTRACTOR'S business or condition, nor has there been any change in the assets or liabilities or financial condition from that reflected in the financial statements which is material to CONTRACTOR'S ability to perform its obligations under this Contract. If requested, CONTRACTOR agrees to provide DEPARTMENT with a copy of its most recent financial statement, related to this specific Contract.

## L. Hold Harmless and Indemnification

1. CONTRACTOR agrees to be financially responsible (liable) for any audit exceptions or other financial loss to DEPARTMENT due to the negligence, intentional acts, or failure for any reason to comply with terms of this Contract.
2. CONTRACTOR agrees to protect, defend, and indemnify DEPARTMENT, its elected and appointed officials, agents and employees, while acting within the course and scope of their duties as such, harmless from and against all claims, and causes of action of any kind of character, including the cost of defense thereof, arising in favor of CONTRACTOR'S employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, omissions of services in any way resulting from the acts or omissions of CONTRACTOR, or CONTRACTOR'S violation of an offender's civil rights. Herein nothing shall be construed as an agreement by CONTRACTOR to release, indemnify and hold harmless DEPARTMENT, its officials, agents, or employees from liability for damage or injury to persons or property caused by the negligence, carelessness, or intentional acts of DEPARTMENT, its officials, agents, or employees, unless said officials, agents, or employees are acting under the direction or control of CONTRACTOR.

## M. Insurance

1. **General Requirements:** CONTRACTOR shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by CONTRACTOR, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**Primary Insurance:** CONTRACTOR'S insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

**Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by DEPARTMENT. At the request of DEPARTMENT either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**Certificate of Insurance/Endorsements:** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverage's must be received by the Contracts Management Bureau, PO Box 201301, Helena, MT 59620-1301 prior to start of work under this Contract. CONTRACTOR must immediately notify DEPARTMENT of any material change in insurance coverage, such as changes in limits, coverage's, policy status, etc. DEPARTMENT reserves the right to require complete copies of insurance policies at all times.

2. **Specific Requirements for Commercial General Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

**Additional Insured Status:** The State, its officers, officials, employees, and volunteers are to be covered as additional insured's; for liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations; premises owned, leased, occupied, or used.

**Specific Requirements for Automobile Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

**Additional Insured Status:** The State, its officers, officials, employees, and volunteers are to be covered as additional insured's for automobiles leased, hired, or borrowed by CONTRACTOR.

**Specific Requirements for Professional Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, CONTRACTOR may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

#### N. Public Information

CONTRACTOR recognizes that this Contract may be subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution.

#### O. Assignment/Transfer/Subcontractors

CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate duties under this Contract, in whole or in part, without the prior written approval of DEPARTMENT. No such written approval shall relieve CONTRACTOR of any obligation of this Contract and any transferee or subcontractor shall be considered the agent of CONTRACTOR. CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

1. CONTRACTOR must keep DEPARTMENT informed about programmatic and health services work that CONTRACTOR subcontracts by submitting all subcontracts to the Prerelease Contract Manager for review and approval at least 30 days prior to beginning of performance of the contract. DEPARTMENT shall submit its approval or revision recommendation in writing to CONTRACTOR.

#### P. Amendments/Changes

All amendments to this Contract shall be in writing and signed by the parties.

#### Q. Contract Termination

1. Termination for Cause with Notice to Cure Requirements.

DEPARTMENT may terminate this contract for failure of CONTRACTOR to perform any of the services, duties, or conditions contained in this contract after giving CONTRACTOR written notification of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than sixty (60) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

CONTRACTOR may terminate this Contract for failure of DEPARTMENT to perform any of the services, duties, or conditions contained in this Contract after providing DEPARTMENT with a written notification of the stated failure to perform. The written notice must demand performance of the stated failure to perform within a specified period of time of not less than sixty (60) days. If the demanded performance is not completed within the specified period, or at an agreed upon later date, the termination is effective at the end of the specified period. In the event CONTRACTOR exercises its right of termination, CONTRACTOR shall comply with the Procedure upon Termination set forth below in subsection 6.

2. Reduction of Funding

DEPARTMENT must terminate this contract if funds are not appropriated or otherwise made available to support continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA)

### 3. Termination for Contractor Insolvency

In the event of filing a petition for bankruptcy by or against CONTRACTOR, DEPARTMENT shall have the right to terminate the Contract upon the same terms and conditions as termination for default. Additionally, DEPARTMENT may terminate under the same terms and conditions as termination for default in the following circumstances:

- a. CONTRACTOR applies for or consents to the appointment of a receiver, trustee or liquidator of itself or of all or a substantial part of its assets;
- b. CONTRACTOR files a voluntary petition in bankruptcy;
- c. CONTRACTOR admits in writing its inability to pay its debts as they become due;
- d. CONTRACTOR makes a general assignment for the benefit of creditors;
- e. CONTRACTOR files a petition or an answer seeking reorganization or rearrangement with creditors or, as a debtor, invokes or takes advantage of any insolvency law; or
- f. A court of competent jurisdiction enters an order, judgment or decree, on the application of a creditor, adjudicating CONTRACTOR as bankrupt or insolvent or approving a petition seeking reorganization of CONTRACTOR or a substantial part of its assets, and such order, judgment or decree continues unstayed for thirty (30) days.

If any of these circumstances occur, DEPARTMENT shall provide CONTRACTOR with written notice of the termination and provide a date when such termination will take effect.

### 4. Termination Due To Destruction or Condemnation

If the facility is totally or extensively damaged by fire or other casualty so as to prevent or substantially limit CONTRACTOR'S operations, or is condemned for public use by a legally constituted public authority, either party may terminate the Contract with written notice provided to the other party within sixty (60) days of the casualty or condemnation. The effective date of such termination shall be the date of the occurrence of the casualty or the effective date of the condemnation.

### 5. DEPARTMENT Procedure upon Termination

Upon delivery to CONTRACTOR of a Notice of Termination specifying the reason of the termination, the extent to which performance of work under the Contract is terminated, and the date on which such termination becomes effective, CONTRACTOR shall:

- a. Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- b. Place no further orders for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the Contract that is not terminated;



- c. Terminate all orders to the extent that they relate to the performance of work terminated by the Notice of Termination, except as may be necessary to avoid the occurrence of penalty assessments and the continuation of which DEPARTMENT has approved;
- d. Assign to DEPARTMENT, or a subsequent contractor as the case may be, in the manner and to the extent directed by DEPARTMENT, all of CONTRACTOR'S right and interest under the orders so terminated, in which case DEPARTMENT or a subsequent contractor shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders;
- e. With DEPARTMENT approval or ratification, settle all outstanding liabilities and all claims arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provision of the Contract;
- f. Deliver files, processing systems, data manuals, and/or documentation, in any form, to DEPARTMENT at the time and in the manner requested by DEPARTMENT; and
- g. Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.

#### 6. CONTRACTOR Procedure upon Termination

Upon delivery to DEPARTMENT of a Notice of Termination specifying the reason for termination (no cause shown or stated failure to perform) and the date on which such termination becomes effective, CONTRACTOR shall:

- a. Stop work under the Contract on the date specified in the Notice of Termination or date negotiated with DEPARTMENT;
- b. Place no further orders for materials, services, or facilities except as may be necessary for completion of such portion of work under the Contract to effectively terminate the Contract;
- c. Terminate all orders to the extent that they relate to the performance of work terminated by the Notice of Termination;
- d. Assign to the DEPARTMENT or a subsequent contractor specified by DEPARTMENT, in the manner and to the extent directed by DEPARTMENT, all of CONTRACTOR'S right and interest under the orders so terminated, in which case DEPARTMENT or a subsequent contractor shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders;
- e. With DEPARTMENT approval or ratification, settle all outstanding liabilities and all claims arising out of such termination of orders, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of this Contract;
- f. Deliver files, processing systems, data manuals, and/or documentation, in any form, to the DEPARTMENT at the time and in the manner requested by DEPARTMENT.

CONTRACTOR shall proceed immediately with the performance of the above obligations outlined in section Q above, notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this provision.

R. Choice of Law and Venue

The laws of Montana govern this Contract. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (Ref. 18-1-401, MCA).

S. Licensure

CONTRACTOR agrees to provide copies of current licenses and certifications that register CONTRACTOR and any associates performing under this Contract.

T. Integration

This Contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Contract, shall be binding or valid. This Contract shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the agreement.

U. Severability

A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

V. Performance Security/Bond

Not applicable.

W. Liquidated Damages

Not Applicable.

X. Policy and Procedures Changes and Reference List

Incorporated herein is the DEPARTMENT'S ACCD Standard Operating Procedure Manual. Procedures listed in this manual are subject to compliance monitoring. CONTRACTOR may submit written comments on all revisions as provided for in *ACCD 1.1.200 Policy Management System*. If the DEPARTMENT proposes or considers Administrative Rule or Policy changes affecting CONTRACTOR'S financial operation or the intent of the Contract, DEPARTMENT agrees to negotiate these changes or the Contract prior to implementation of said Administrative Rules or Policies. DEPARTMENT will not implement procedures or policies that affect CONTRACTOR'S financial operation or the intent of the Contract without mutual agreement. Neither CONTRACTOR nor DEPARTMENT will unreasonably withhold agreement.

DEPARTMENT will only make revisions to the procedure manual after a twenty (20)-day (working) review/comment period by both parties. DEPARTMENT will conduct quarterly meetings with Facility Directors and Administrators to review and discuss proposed policy changes, and if necessary, conduct a conference call with CONTRACTOR prior to the quarterly meeting to discuss and review items of an emergent matter. If parties are in disagreement about policies that do not affect CONTRACTOR'S financial operations or the intent of the Contract, final approval is at the discretion of DEPARTMENT.

Upon agreement by both parties, implementation of policy will occur immediately upon finalization and agreement of policy.

CONTRACTOR'S compliance with Emergency Preparedness processes will be excluded from the terms outlined above until final written agreement between DEPARTMENT and CONTRACTOR is executed.

CONTRACTOR must follow ACCD Procedure Manual and ACCD 1.1.200 Policy Management System.

#### Y. Miscellaneous Matters

The parties agree that electronic transmissions, such as e-mails, may be used and considered as written transmissions under the terms of this Contract. The parties agree that where there are references to statutes, policies or administrative rules, those references shall automatically be amended to refer to renumbered statutes, policies, or administrative rules as appropriate.

#### Z. Completed Contract

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Contracts Management Bureau, PO Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301.

#### AA. Alternate Dispute Resolution

Any dispute between the parties concerning any and all matters related to this Contract will be resolved as follows:

- a. Step 1: Each party will appoint a person who shall be responsible for administering the resolution procedures regarding claims. Those appointed persons should attempt to settle such claim. If they are unable to resolve the claim within thirty (30) days after either party notifies the other that the claim has been referred for resolution, either party may declare that an impasse has been reached and proceed to Step 2.
- b. Step 2: Upon declaration of an impasse, the parties will seek mediation by a qualified mediator who will be agreed to by the parties or, if the parties cannot agree to a mediator within thirty (30) days of the decision to mediate, the party seeking mediation will choose the mediator. The cost of the mediation will be split equally between the parties.

The mediator shall conduct all hearings and meetings in Helena, Montana. If non-binding mediation does not resolve the dispute, parties may proceed to Step 3 set out herein.

- c. Step 3: Either party may seek the remedy available under law or the parties may agree to resolve the dispute with binding arbitration.

## **2. Program Requirements and Design**

### **A. Performance Measures**

#### **1. Statistical reports**

CONTRACTOR must follow ACCD 1.6.200 Statistical Reports.

#### **2. Outcome Measures**

CONTRACTOR shall track outcome measures for determining "Offender Return Rate" or "Offender Recidivism Rate" by tracking and report to the DEPARTMENT by following ACCD 1.3.301 Contractor Reports, ACCD 1.6.200 Statistical Reports, and ACCD 1.6.201 Outcome Measures.

### **B. Screening/Eligibility**

CONTRACTOR must follow ACCD 4.1.100 Screenings for Incarcerated Adult Offenders.

### **C. Programming and Curriculum (Specific to RFP or Previous Contracts)**

#### **1. CONTRACTOR must follow ACCD 5.1.200 PRC Program Structure.**

#### **2. CP&R**

CONTRACTOR must follow ACCD 5.3.100 CP&R.

#### **3. Criminal Thinking Errors**

CONTRACTOR must follow ACCD 5.3.200 Criminal Thinking Errors (CTE).

#### **4. Anger Management**

CONTRACTOR must follow ACCD 5.3.300 Anger Management.

#### **5. Chemical Dependency Programming**

CONTRACTOR must follow ACCD 5.4.100 Chemical Dependency.

#### **6. Victim Services**

CONTRACTOR must follow ACCD 1.8.100 Victim Services, ACCD 1.8.101 Victim-Offender Dialogue, ACCD 1.8.200 Victim Impact Panels, and ACCD 5.3.400 Victimology.

#### **7. KNIGHTS**

Not Applicable

8. Transitional Living Program (TLP)

CONTRACTOR must follow ACCD 5.1.201 Transitional Living Program for Adult Offenders.

9. Enhanced Supervision Program (ESP)

CONTRACTOR must follow ACCD 5.1.204 Enhanced Supervision Program.

10. WATCH related programs

CONTRACTOR must follow ACCD 5.1.203 WATCH Aftercare Program.

11. Booter Aftercare

Not applicable.

12. Sanction Programs

Not Applicable.

13. Extended Treatment Program (ETP)

Not Applicable.

14. Culinary Arts Program (CAP)

Not Applicable.

15. ADT Probation Sanction Program

Not Applicable.

16. Sex Offender Placement

CONTRACTOR must follow ACCD 3.5.100 Sex Offender Services.

### **3. Offender Management**

A. Offender reports

CONTRACTOR must follow ACCD 1.3.301 Contractor Reports.

B. Offender fees/fines/R&B

CONTRACTOR must follow ACCD 1.2.700 Offender Money Management.

C. Length of Stay (LOSs)

CONTRACTOR must follow ACCD 5.1.102 Length of Stays.

D. Offender Misconduct & Removal from Facility

CONTRACTOR must follow ACCD 3.4.100 Offender Discipline.

1. Detention

CONTRACTOR must follow ACCD 3.4.102 Offender Removal and Detention.

2. Unlawful Offender Behavior

CONTRACTOR shall report allegations of criminal conduct of offenders to local law enforcement officials and DEPARTMENT. CONTRACTOR shall cooperate with any administrative or criminal investigation regarding an offender. In accordance with P&P 40-2, Offender Informants, under no circumstances may an offender be permitted to act as an operative/informant (i.e. actively engaging in "controlled enforcement" activities that would ordinarily be considered a violation of the law) for law enforcement officials.

E. Escape

CONTRACTOR must follow ACCD 3.2.101 Escape.

F. Transportation/Travel/Driving Privileges

CONTRACTOR must follow ACCD 5.1.103 Offender Travel.

G. Administrative Transfer/Overrides

CONTRACTOR must follow ACCD 4.6.200 Administrative Transfers/Overrides.

H. Security/Counts

1. CONTRACTOR must follow:

- a. ACCD 3.1.800 Use of Force and Restraints.
- b. ACCD 3.1.2100 Offender Counts and Supervision.
- c. ACCD 3.1.1100 Offender Movement Control.
- d. ACCD 3.1.1300 Key Control and ACCD 3.1.1400 Tool Control.
- e. ACCD 3.1.1700 Searches and Contraband Control.
- f. ACCD 3.1.500 Entrance Procedures.
- g. ACCD 3.1.300 Logs and Record-Keeping Systems.

I. Drug/Alcohol Testing/UAs

CONTRACTOR must follow ACCD 3.1.2000 Offender Drug and Alcohol Testing Program.

## J. Healthcare

CONTRACTOR must follow ACCD 4.5.200 Healthcare Responsibilities.

## K. Offender Rights

### 1. Religion

CONTRACTOR must follow ACCD 5.6.100 Religion.

### 2. Grievances

CONTRACTOR must follow ACCD 3.3.300 Grievances.

### 3. Property/Clothing

CONTRACTOR must follow ACCD 4.1.300 Property.

### 4. Canteen

Not applicable.

### 5. Legal Assistance

CONTRACTOR must follow ACCD 3.3.200 Legal Assistance.

### 6. Telephone

CONTRACTOR must follow ACCD 3.3.700 Telephone.

### 7. Visitation

CONTRACTOR must follow ACCD 3.3.800 Visitation.

## **4. Facility Management**

### A. Facility Administration

Helena Prerelease is located in Helena, Montana. The physical address of the Helena Prerelease is: 805 Colleen St., Helena, Montana 59601. The Helena Prerelease will house up to 92 male prerelease and 6 male WATCH Aftercare offenders.

#### 1. Management

CONTRACTOR must follow ACCD 2.1.100 Facility Management.

#### 2. Conditions

CONTRACTOR must follow ACCD 2.1.200 Facility Conditions and Maintenance.



3. Inmate Worker Position

CONTRACTOR must follow ACCD 5.1.101 Inmate Workers.

4. Laundry

Laundry services shall be the responsibility of CONTRACTOR.

B. Food Service

CONTRACTOR must follow ACCD 4.3.100 Food Services.

C. Staffing/Certification/Training

To promote public safety and offender accountability, staffing must be adequate to meet safety and Program needs and shall be established in agreement with MDOC and in accordance with the following policies and procedures:

1. Staff Recruitment/Selection/Licensure/Certification

CONTRACTOR must follow ACCD 1.3.400 Staff Recruitment, Selection, and Licensure/Certification.

2. Staffing Plans/Patterns

CONTRACTOR must follow ACCD 1.3.401 Staffing Plans/Patterns.

3. Staff Training

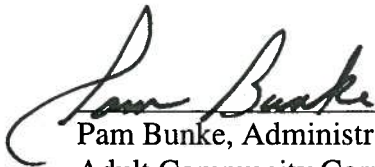
CONTRACTOR must follow ACCD 1.4.100 Staff Training.

4. Background Staff Investigations

CONTRACTOR must follow ACCD 1.3.402 Background Investigations.

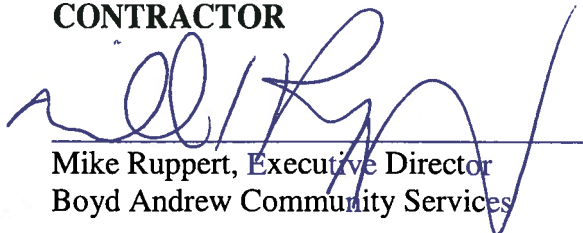
## 5. SIGNATURES

### DEPARTMENT

  
Pam Bunke, Administrator  
Adult Community Corrections Division

8-19-11  
Date

### CONTRACTOR

  
Mike Ruppert, Executive Director  
Boyd Andrew Community Services

8/19/11  
Date

Reviewed for Legal Content by:

Diana L. Koch  
Legal Counsel  
Department of Corrections

8/19/11  
Date

Approved for Montana Facility Finance Authority by:

Michelle Burstad  
Executive Director

8-19-11  
Date

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# MONTANA 2003 NONCONSTRUCTION SERVICES

## PREVAILING WAGE BOOK



**Rates Effective Dec. 25, 2003**



**RESEARCH & ANALYSIS BUREAU**  
W U R K F O R C E S E R V I C E S  
M A A N A L Y S I S B U R E A U

# MONTANA PREVAILING WAGE RATES

## Nonconstruction

**Rates Effective Dec. 25, 2003**

**State of Montana**

**Judy Martz, Governor**

**Department of Labor & Industry  
Wendy Keating, Commissioner**

To obtain copies of prevailing wage rate schedules, contact:  
Research and Analysis Bureau, Workforce Services Division  
Montana Department of Labor and Industry  
P. O. Box 1728, 840 Helena Ave.  
Helena, MT 59624-1728  
Phone 406-444-2430 FAX 406-444-2638  
Toll free 800-541-3904  
TDD 406-444-0532

**We're also on the Internet at: [www.ourfactyourfuture.org](http://www.ourfactyourfuture.org)**

**For Information relating to public works projects and  
payment of prevailing wage rates visit ERD at:**

**[www.mtwagehourbopa.com](http://www.mtwagehourbopa.com) or contact them at**

**Employment Relations Division**

**Montana Department of Labor and Industry**

**P. O. Box 6518**

**Helena, MT 59604-6518**

**Phone 406-444-5600**

**TDD 406-444-5549**

As always, the Research and Analysis Bureau welcomes questions, comments and suggestions from the public. In addition, we'll do our best to provide information in accessible format, on request, in compliance with the Americans with Disabilities Act.

# **MONTANA PREVAILING WAGE REQUIREMENTS**

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## **Nonconstruction Services**

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated, has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of 18-2-401, et seq., Montana Code Annotated. It is required that each employer pay, as a minimum, the rate of wages, including fringe benefits, travel allowance and per diem applicable to the district in which the work is being performed, as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the Internet at: [www.ourfactsvourfuture.org/pw](http://www.ourfactsvourfuture.org/pw) or by contacting the Research and Analysis Bureau at (800) 541-3904 or TDD (406) 444-0532.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and payment of prevailing wages. For detailed compliance information relating to Public Works projects and payment of prevailing wage rates, please consult the Regulations on the Internet at: [www.mtwagehourbopa.com](http://www.mtwagehourbopa.com) or contact the Labor Standards Bureau at (406) 444-5600 or TDD (406) 444-5549

  
WENDY KEATING

Commissioner  
Department of Labor and Industry  
State of Montana

**A. Date of Publication:**

**B. Definition of Nonconstruction Services Occupations**

For the purposes of Prevailing Wage, the Commissioner of Labor and Industry has determined that Nonconstruction Services means work performed by an individual, not including management, office or clerical work, for:

- (a) the maintenance of publicly owned buildings and facilities, including public highways, roads, streets and alleys;
- (b) custodial or security services for publicly owned buildings and facilities;
- (c) grounds maintenance for publicly owned property;
- (d) the operation of public drinking water supply, waste collection and waste disposal systems;
- (e) law enforcement, including janitors and prison guards;
- (f) fire protection;
- (g) public or school transportation driving;
- (h) nursing, nurse's aide services, and medical laboratory technician services;
- (i) material and mail handling;
- (j) food service and cooking;
- (k) motor vehicle and construction equipment repair and servicing; and
- (l) appliance and office machine repair and servicing.

**C. Definition of Public Works Projects**

Contracts entered into for construction services (Heavy, Highway and Building) or Nonconstruction Services by the state, county, municipality, school district, or political subdivision in which the total cost of the contract is \$25,000 or more involving public funds.

**D. Prevailing Wage Schedule**

Employers are surveyed biennially to determine prevailing wage rates for services occupations. This publication covers only Nonconstruction Services occupations. Heavy and Highway industry rates are contained in separate publications. Building Construction occupations are surveyed in alternate years and current rates are contained in a publication dated August 2003. All of these rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Heavy, Highway and Building Construction occupations can be found on the Internet at [www.ourfactsofthefuture.org](http://www.ourfactsofthefuture.org) or by contacting the Research and Analysis Bureau at (800) 541-3904 or TDD (406) 444-0532.

**E. Rates to use for Projects**

Rates to be used on a public works projects are those that are in effect at the time the project and bid specifications are advertised.

## Rates Effective Dec. 25, 2003

### F. Fringe Benefits

Section 18-2-412 of the Montana Code Annotated states that:

"(1) to fulfill the obligation...a contractor or subcontractor may:

- (a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;
- (b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the United States department of labor; or
- (c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions that meet the requirements of the Employee Retirement Income Security Act of 1974, travel, or other bona fide programs approved by the United States department of labor, that is applicable to the district for the particular type of work being performed.

- (2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the United States department of labor."

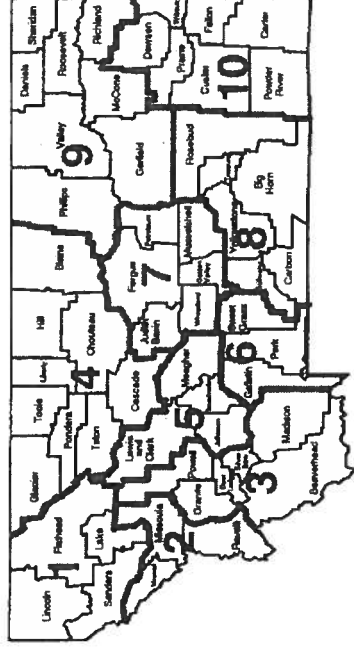
Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

Nonconstruction 2003

## Rates Effective Dec. 25, 2003

### G. Prevailing Wage Districts

Montana counties are aggregated into 10 districts for the purpose of prevailing wage. A map showing these districts follows:



The prevailing wage districts are composed of the following counties:

**District 1 - Kalispell:** includes Flathead, Lake, Lincoln and Sanders counties

**District 2 - Missoula:** includes Mineral, Missoula and Ravalli counties

**District 3 - Butte:** includes Beaverhead, Deer Lodge, Granite, Madison, Powell and Silver Bow counties

**District 4 - Great Falls:** includes Blaine, Cascade, Chouteau, Glacier, Hill, Liberty, Pondera, Teton and Toole counties

**District 5 - Helena:** includes Broadwater, Jefferson, Lewis and Clark and Meagher counties

**District 6 - Bozeman:** includes Gallatin, Park and Sweet Grass counties

**District 7 - Lewistown:** includes Fergus, Golden Valley, Judith Basin, Musselshell, Petroleum and Wheatland counties

**District 8 - Billings:** includes Big Horn, Carbon, Rosebud, Stillwater, Treasure and Yellowstone counties

**District 9 - Glasgow:** includes Daniels, Garfield, McCone, Phillips, Richland, Roosevelt, Sheridan and Valley counties

**District 10 - Miles City:** includes Carter, Custer, Dawson, Fallon, Prairie, Powder River and Wibaux counties

Nonconstruction 2003

## **Rates Effective Dec. 25, 2003**

### **H. Apprentices**

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. However, apprentices not registered in approved federal or state apprenticeship programs will be paid the prevailing wage rate when working on a public works contract.

### **I. Posting Notice of Prevailing Wages**

Section 18-2-406, Montana Code Annotated, provides that contractors, subcontractors, and employers who are performing work or providing services under public works contracts as provided in this part shall post in a prominent and accessible site on the project or work area, not later than the first day of work, a legible statement of all wages to be paid to the employees on such site or work area.

### **J. Employment Preference**

Section 18-2-403, Montana Code Annotated requires contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

### **K. Nonconstruction Services Occupations**

#### **MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES:**

BOILER OPERATOR  
BUILDING INSPECTOR  
CLEANER/JANITOR  
DITCH RIDER  
ELEVATOR REPAIRER  
HIGHWAY MAINTENANCE WORKER  
JANITOR-BUILDING MAINTENANCE  
STREET CLEANER/SWEEPER

Nonconstruction 2003

Nonconstruction 2003

## **8 Rates Effective Dec. 25, 2003**

### **8 GROUNDS MAINTENANCE FOR PUBLICLY OWNED PROPERTY:**

CEMETERY WORKER  
GROUNDSKEEPER  
SPRAYER

### **OPERATION OF PUBLIC DRINKING WATER SUPPLY, WASTE COLLECTION, AND WASTE DISPOSAL SYSTEMS:**

METER READER  
PUMP STATION OPERATOR  
SANITARY LANDFILL OPERATOR  
SEWAGE DISPOSAL WORKER  
SEWER LINE REPAIRER  
SEWER PIPE CLEANER  
WASTE DISPOSAL ATTENDANT  
WASTEWATER TREATMENT PLANT ATTENDANT  
WASTEWATER TREATMENT PLANT OPERATOR  
WATER FILTER CLEANER  
WATER METER INSTALLER  
WATER SERVICE DISPATCHER  
WATER TREATMENT PLANT OPERATOR



**Rates Effective Dec. 25, 2003**

**10**

**Rates Effective Dec. 25, 2003**

**11**

**LAW ENFORCEMENT, INCLUDING JAILERS AND CORRECTION OFFICER:**

ANIMAL CONTROL OFFICER

BAILIFF

CORRECTION OFFICER

DISPATCHER

JAILER

SECURITY GUARD

PARKING ENFORCEMENT OFFICER

MAIL CARRIER

MAIL HANDLER

**FOOD SERVICE:**

FOOD SERVICE WORKER

**FIRE PROTECTION:**

FIRE FIGHTER

FIRE MARSHALL

**PUBLIC OR SCHOOL TRANSPORTATION DRIVING:**

BUS DRIVER

VAN DRIVER

**NURSING, MEDICAL AND LABORATORY TECHNICIAN SERVICES:**

EMERGENCY MEDICAL TECHNICIAN

LICENSED PRACTICAL NURSE

MEDICAL LABORATORY TECHNICIAN

NURSE ANESTHETIST

NURSE ASSISTANT

NURSE PRACTITIONER

COMMUNITY HEALTH NURSE

GENERAL DUTY NURSE

OFFICE NURSE

ORDERLY

# **Rates Effective Dec. 25, 2003**

## **MAINTENANCE OF PUBLICLY OWNED BUILDINGS AND FACILITIES**

### **BOILER OPERATOR**

	<b>Prevailing Wage Rate</b>	<b>Benefit Rate</b>
<b>District 1</b>	\$15.24	
<b>District 2</b>	\$17.38	\$2.40
<b>District 3</b>	\$17.38	\$4.52
<b>District 4</b>	\$15.53	\$4.52
<b>District 5</b>	\$17.38	\$4.52
<b>District 6</b>	\$12.69	\$2.90
<b>District 7</b>	\$13.31	\$4.09
<b>District 8</b>	\$12.52	\$3.46
<b>District 9</b>	\$14.16	\$5.15
<b>District 10</b>	\$11.36	\$4.78

### **BUILDING INSPECTOR**

	<b>Prevailing Wage Rate</b>	<b>Benefit Rate</b>
<b>District 1</b>	\$15.88	\$4.30
<b>District 2</b>	\$15.06	\$4.30
<b>District 3</b>	\$15.06	\$4.26
<b>District 4</b>	\$14.80	\$4.26
<b>District 5</b>	\$14.43	\$4.24
<b>District 6</b>	\$15.06	\$4.30
<b>District 7</b>	\$15.06	\$4.30
<b>District 8</b>	\$15.06	\$4.30
<b>District 9</b>	\$15.06	\$4.30
<b>District 10</b>	\$15.06	\$4.30

Nonconstruction 2003

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# **Rates Effective Dec. 25, 2003**

## **CLEANER/JANITOR**

	<b>Prevailing Wage Rate</b>	<b>Benefit Rate</b>
<b>District 1</b>	\$8.45	\$2.20
<b>District 2</b>	\$8.13	\$2.21
<b>District 3</b>	\$7.37	\$2.12
<b>District 4</b>	\$8.39	\$2.44
<b>District 5</b>	\$8.66	\$1.84
<b>District 6</b>	\$9.03	\$2.35
<b>District 7</b>	\$8.87	\$2.40
<b>District 8</b>	\$7.91	\$1.28
<b>District 9</b>	\$8.19	\$2.13
<b>District 10</b>	\$7.00	\$1.87

### **DITCH RIDER**

	<b>Prevailing Wage Rate</b>	<b>Benefit Rate</b>
<b>District 1</b>	\$11.74	\$3.90
<b>District 2</b>	\$13.58	\$3.40
<b>District 3</b>	\$12.36	\$3.21
<b>District 4</b>	\$11.98	\$3.21
<b>District 5</b>	\$11.89	\$4.62
<b>District 6</b>	\$11.74	\$2.46
<b>District 7</b>	\$11.74	\$3.69
<b>District 8</b>	\$11.77	\$3.06
<b>District 9</b>	\$11.55	\$4.32
<b>District 10</b>	\$11.74	\$2.40

Nonconstruction 2003

13

**Rates Effective Dec. 25, 2003  
ELEVATOR REPAIRER**

**14**

**Rates Effective Dec. 25, 2003  
JANITOR BUILDING MAINTENANCE**

**15**

	Prevalling Wage Rate	Benefit Rate
District 1	\$25.31	\$10.23
District 2	\$25.31	\$10.23
District 3	\$25.31	\$10.23
District 4	\$25.31	\$10.23
District 5	\$25.31	\$10.23
District 6	\$25.31	\$10.23
District 7	\$25.31	\$10.23
District 8	\$25.31	\$10.23
District 9	\$25.31	\$10.23
District 10	\$25.31	\$10.23

**HIGHWAY MAINTENANCE WORKER**

	Prevalling Wage Rate	Benefit Rate
District 1	\$15.20	\$3.95
District 2	\$15.20	\$3.95
District 3	\$13.19	\$3.86
District 4	\$12.68	\$2.25
District 5	\$15.20	\$3.95
District 6	\$15.20	\$3.95
District 7	\$15.20	\$3.95
District 8	\$15.20	\$3.95
District 9	\$14.45	\$3.95
District 10	\$15.20	\$3.95

Nonconstruction 2003

	Prevailing Wage Rate	Benefit Rate
District 1	\$10.12	\$2.39
District 2	\$7.35	\$1.27
District 3	\$6.00	\$2.42
District 4	\$9.71	\$3.23
District 5	\$11.91	\$2.93
District 6	\$8.25	\$3.08
District 7	\$8.74	\$3.63
District 8	\$8.30	\$3.35
District 9	\$12.44	\$3.23
District 10	\$6.50	\$2.17

**STREET CLEANER/SWEEPER**

	Prevailing Wage Rate	Benefit Rate
District 1	\$16.14	\$3.29
District 2	\$15.79	\$3.27
District 3	\$18.00	\$4.68
District 4	\$14.37	\$3.74
District 5	\$16.60	\$3.35
District 6	\$15.79	\$3.35
District 7	\$15.79	\$3.27
District 8	\$15.79	\$3.27
District 9	\$15.79	\$3.27
District 10	\$15.79	\$3.27

Nonconstruction 2003

**Rates Effective Dec. 25, 2003**

**16**

**GROUND MAINTENANCE FOR PUBLICLY OWNED PROPERTY**

**Rates Effective Dec. 25, 2003**  
**GROUNDKEEPER**

**17**

**CEMETARY WORKER**

	Prevailing Wage Rate	Benefit Rate
District 1	\$10.44	
District 2	\$7.98	\$1.72
District 3	\$7.32	\$1.72
District 4	\$6.52	\$2.56
District 5	\$6.00	\$2.50
District 6	\$7.23	\$1.72
District 7	\$7.71	\$1.39
District 8	\$8.73	\$1.45
District 9	\$9.33	\$2.19
District 10	\$7.61	\$0.56

	Prevailing Wage Rate	Benefit Rate
District 1	\$11.23	\$2.91
District 2	\$8.41	\$4.08
District 3	\$6.75	\$3.40
District 4	\$9.42	\$3.19
District 5	\$8.77	\$2.40
District 6	\$9.54	\$1.22
District 7	\$11.60	\$3.02
District 8	\$9.00	\$2.00
District 9	\$9.07	\$2.21
District 10	\$8.93	\$1.53

**SPRAYER**

	Prevailing Wage Rate	Benefit Rate
District 1	\$14.22	\$5.94
District 2	\$14.22	\$5.94
District 3	\$14.22	\$5.94
District 4	\$14.22	\$5.94
District 5	\$14.22	\$5.94
District 6	\$14.22	\$5.94
District 7	\$14.22	\$5.94
District 8	\$14.22	\$5.94
District 9	\$14.22	\$5.94
District 10	\$15.33	\$5.94

Rates Effective Dec. 25, 2003

18

Rates Effective Dec. 25, 2003

19

**OPERATION OF PUBLIC DRINKING WATER  
SUPPLY, WASTE COLLECTION, AND WASTE  
DISPOSAL SYSTEMS**

**PUMP STATION OPERATOR**

**METER READER**

	Prevailing Wage Rate	Benefit Rate
District 1	\$13.00	
District 2	\$12.82	
District 3	\$13.59	
District 4	\$11.48	
District 5	\$12.40	
District 6	\$12.38	
District 7	\$12.76	
District 8	\$12.46	
District 9	\$12.13	
District 10	\$12.21	

District 1	No rate established	No rate established
District 2	No rate established	No rate established
District 3	\$18.00	\$4.68
District 4	\$14.97	\$3.89
District 5	No rate established	No rate established
District 6	No rate established	No rate established
District 7	No rate established	No rate established
District 8	No rate established	No rate established
District 9	No rate established	No rate established
District 10	No rate established	No rate established

**SANITARY LANDFILL OPERATOR**

	Prevailing Wage Rate	Benefit Rate
District 1	\$13.14	\$4.43
District 2	\$13.14	\$3.46
District 3	\$18.00	\$4.68
District 4	\$12.26	\$3.19
District 5	\$14.93	\$3.88
District 6	\$13.75	\$4.81
District 7	\$13.14	\$2.49
District 8	\$11.38	\$2.46
District 9	\$10.62	\$2.13
District 10	\$10.35	\$2.91

**Rates Effective Dec. 25, 2003  
SEWAGE DISPOSAL WORKER**

**20**

**Rates Effective Dec. 25, 2003  
SEWER PIPE CLEANER**

**21**

	Prevailing Wage Rate	Benefit Rate
District 1	\$13.72	\$3.53
District 2	\$13.72	\$3.53
District 3	\$18.00	\$4.68
District 4	\$14.37	\$3.74
District 5	\$13.72	\$3.53
District 6	\$13.72	\$3.53
District 7	\$13.72	\$3.53
District 8	\$11.50	\$3.53
District 9	\$11.50	\$3.53
District 10	\$13.72	\$3.53

**SEWER LINE REPAIRER**

**WASTE DISPOSAL ATTENDANT**

	Prevailing Wage Rate	Benefit Rate
District 1	\$13.86	\$5.10
District 2	\$14.64	\$4.67
District 3	\$15.30	\$4.67
District 4	\$13.65	\$4.56
District 5	\$14.64	\$4.52
District 6	\$15.02	\$4.61
District 7	\$13.43	\$3.78
District 8	\$14.64	\$4.52
District 9	\$14.64	\$3.74
District 10	\$14.64	\$4.52

Nonconstruction 2003

Nonconstruction 2003

	Prevailing Wage Rate	Benefit Rate
District 1	\$15.48	\$4.52
District 2	\$16.83	\$3.33
District 3	\$15.30	\$4.67
District 4	\$14.37	\$3.74
District 5	\$15.37	\$4.63
District 6	\$15.37	\$4.67
District 7	\$15.37	\$4.49
District 8	\$15.37	\$4.49
District 9	\$15.37	\$4.49
District 10	\$15.37	\$4.49

	Prevailing Wage Rate	Benefit Rate
District 1	\$10.79	\$2.51
District 2	\$16.31	\$4.24
District 3	\$10.79	\$2.71
District 4	\$10.34	\$2.18
District 5	\$11.19	\$2.29
District 6	\$10.78	\$3.04
District 7	\$10.79	\$2.70
District 8	\$10.79	\$2.71
District 9	\$10.79	\$2.70
District 10	\$10.79	\$2.71

# **Rates Effective Dec. 25, 2003**

22

Rates Effective Dec. 25, 2003

23

## **WASTE WATER TREATMENT PLANT ATTENDANT**

### **WATER FILTER CLEANER**

Prevailing Wage Rate		Benefit Rate	Prevailing Wage Rate		Benefit Rate
District 1	\$11.46	\$2.73	District 1	\$16.76	\$3.33
District 2	\$16.31	\$4.24	District 2	\$16.76	\$3.33
District 3	\$11.46	\$2.73	District 3	\$16.76	\$3.33
District 4	\$11.46	\$2.73	District 4	\$16.76	\$3.33
District 5	\$11.46	\$2.73	District 5	\$16.76	\$3.33
District 6	\$11.46	\$2.73	District 6	\$16.76	\$3.33
District 7	\$11.46	\$2.73	District 7	\$16.76	\$3.33
District 8	\$11.46	\$2.73	District 8	\$16.76	\$3.33
District 9	\$11.46	\$2.73	District 9	\$16.76	\$3.33
District 10	\$11.46	\$2.73	District 10	\$16.76	\$3.33

## **WASTE WATER TREATMENT PLANT OPERATOR**

### **WATER METER INSTALLER**

	Prevailing Wage Rate	Benefit Rate		Prevailing Wage Rate	Benefit Rate
District 1	\$12.97	\$4.83	District 1	\$19.84	\$6.28
District 2	\$16.10	\$3.29	District 2	\$19.84	\$6.28
District 3	\$15.30	\$4.54	District 3	\$18.48	\$6.28
District 4	\$17.64	\$4.38	District 4	\$18.48	\$5.94
District 5	\$18.98	\$4.93	District 5	\$18.48	\$5.94
District 6	\$15.17	\$4.48	District 6	\$18.48	\$5.94
District 7	\$15.03	\$4.07	District 7	\$18.48	\$5.94
District 8	\$12.64	\$4.28	District 8	\$18.48	\$5.94
District 9	\$15.03	\$4.07	District 9	\$18.48	\$5.94
District 10	\$15.03	\$4.28	District 10	\$18.48	\$5.94

Nonconstruction 2003

Nonconstruction 2003

**Rates Effective Dec. 25, 2003  
WATER SERVICE DISPATCHER**

24

	Prevailing Wage Rate	Benefit Rate
District 1	\$15.25	\$4.73
District 2	\$15.17	\$4.53
District 3	\$15.30	\$4.67
District 4	\$15.20	\$4.66
District 5	\$15.20	\$4.53
District 6	\$15.20	\$4.74
District 7	\$15.20	\$4.66
District 8	\$15.20	\$4.66
District 9	\$15.20	\$4.66
District 10	\$15.20	\$4.66

**WATER TREATMENT PLANT OPERATOR**

	Prevailing Wage Rate	Benefit Rate
District 1	\$12.23	\$3.35
District 2	\$16.03	\$3.24
District 3	\$15.30	\$4.67
District 4	\$13.33	\$3.43
District 5	\$17.10	\$4.45
District 6	\$13.87	\$3.92
District 7	\$13.87	\$3.53
District 8	\$13.87	\$4.19
District 9	\$12.61	\$2.54
District 10	\$13.39	\$3.92

Nonconstruction 2003

**Rates Effective Dec. 25, 2003  
LAW ENFORCEMENT, INCLUDING JAILERS AND  
CORRECTION OFFICER  
ANIMAL CONTROL OFFICER**

25

	Prevailing Wage Rate	Benefit Rate
District 1	\$14.87	\$4.61
District 2	\$13.80	\$4.62
District 3	\$15.30	\$4.67
District 4	\$14.56	\$4.54
District 5	\$11.13	\$2.89
District 6	\$15.25	\$4.68
District 7	\$11.60	\$3.02
District 8	\$14.56	\$4.54
District 9	\$14.56	\$4.54
District 10	\$14.56	\$4.54

**BAILIFF**

	Prevailing Wage Rate	Benefit Rate
District 1	\$7.23	No rate established
District 2	\$7.23	No rate established
District 3	\$7.23	No rate established
District 4	\$7.23	No rate established
District 5	\$7.23	No rate established
District 6	\$6.50	No rate established
District 7	\$7.23	No rate established
District 8	\$6.50	No rate established
District 9	\$7.23	No rate established
District 10	\$7.23	No rate established

Nonconstruction 2003



**Rates Effective Dec. 25, 2003  
CORRECTION OFFICER**

**26**

**Rates Effective Dec. 25, 2003  
JAILER**

**27**

Prevailing Wage Rate		Benefit Rate	Prevailing Wage Rate		Benefit Rate
District 1	\$10.64	\$3.65	District 1	\$10.45	\$3.99
District 2	\$10.64	\$3.88	District 2	\$8.27	\$2.94
District 3	\$10.51	\$2.93	District 3	\$10.45	\$4.03
District 4	\$11.08	\$3.10	District 4	\$9.45	\$2.46
District 5	\$10.64	\$3.65	District 5	\$11.96	\$4.91
District 6	\$10.64	\$3.88	District 6	\$10.45	\$4.77
District 7	\$10.64	\$3.50	District 7	\$10.78	\$4.03
District 8	\$10.51	\$3.88	District 8	\$10.45	\$4.01
District 9	\$10.51	\$3.88	District 9	\$10.69	\$3.60
District 10	\$10.64	\$3.88	District 10	\$10.69	\$4.00

**DISPATCHER**

**SECURITY GUARD**

	Prevailing Wage Rate	Benefit Rate		Prevailing Wage Rate	Benefit Rate
District 1	\$13.82	\$3.48	District 1	\$8.28	\$1.75
District 2	\$8.17	\$2.85	District 2	\$8.28	\$1.75
District 3	\$8.72	\$3.55	District 3	\$8.28	\$1.75
District 4	\$11.37	\$2.78	District 4	\$8.63	\$1.75
District 5	\$10.55	\$2.77	District 5	\$8.63	\$1.75
District 6	\$9.37	\$3.01	District 6	\$8.28	\$1.75
District 7	\$11.68	\$3.04	District 7	\$8.28	\$1.75
District 8	\$9.20	\$3.47	District 8	\$7.91	\$1.28
District 9	\$9.16	\$3.90	District 9	\$8.28	\$1.75
District 10	\$9.33	\$2.33	District 10	\$8.28	\$1.75

Nonconstruction 2003

Nonconstruction 2003

**Rates Effective Dec. 25, 2003  
PARKING ENFORCEMENT OFFICER**

28

**Rates Effective Dec. 25, 2003  
FIRE MARSHALL**

29

	Prevailing Wage Rate	Benefit Rate
District 1	\$10.55	\$2.71
District 2	\$10.56	\$2.81
District 3	\$10.56	\$2.81
District 4	\$10.56	\$2.76
District 5	\$11.21	\$2.62
District 6	\$10.56	\$2.62
District 7	\$10.56	\$2.81
District 8	\$10.56	\$2.81
District 9	\$10.56	\$2.81
District 10	\$10.56	\$2.81

**FIRE PROTECTION  
FIREFIGHTER**

	Prevailing Wage Rate	Benefit Rate
District 1	\$16.12	\$5.50
District 2	\$15.68	\$3.86
District 3	\$14.81	\$4.42
District 4	\$15.29	\$5.50
District 5	\$11.92	\$4.11
District 6	\$15.16	\$4.57
District 7	\$14.81	\$5.04
District 8	\$12.06	\$4.57
District 9	\$14.81	\$5.04
District 10	\$14.81	\$4.53

Nonconstruction 2003

	Prevailing Wage Rate	Benefit Rate
District 1	\$22.25	\$6.06
District 2	\$22.25	\$6.06
District 3	\$22.25	\$6.06
District 4	\$22.25	\$6.06
District 5	\$21.14	\$5.50
District 6	\$22.25	\$6.06
District 7	\$22.25	\$6.06
District 8	\$22.25	\$6.06
District 9	\$22.25	\$6.06
District 10	\$22.25	\$6.06

**PUBLIC OR SCHOOL TRANSPORTATION DRIVING  
BUS DRIVER**

	Prevailing Wage Rate	Benefit Rate
District 1	\$12.23	\$2.86
District 2	\$11.44	\$2.97
District 3	\$12.85	\$2.00
District 4	\$9.38	\$2.43
District 5	\$6.82	\$2.55
District 6	\$11.37	\$4.52
District 7	\$7.85	\$2.04
District 8	\$10.18	\$1.88
District 9	\$11.25	\$2.34
District 10	\$11.51	\$5.54

Nonconstruction 2003

**Rates Effective Dec. 25, 2003  
VAN DRIVER**

**30**

**Rates Effective Dec. 25, 2003  
LICENSED PRACTICAL NURSE**

**31**

	<b>Prevailing Wage Rate</b>	<b>Benefit Rate</b>		<b>Prevailing Wage Rate</b>	<b>Benefit Rate</b>
District 1	\$8.88	\$0.99	District 1	\$11.86	\$2.49
District 2	\$8.80	\$0.99	District 2	\$14.06	\$3.14
District 3	\$7.00	\$0.96	District 3	\$11.07	\$2.50
District 4	\$8.58	\$1.32	District 4	\$10.49	\$2.73
District 5	\$8.59	\$1.18	District 5	\$12.05	\$3.13
District 6	\$8.78	\$1.17	District 6	\$11.74	\$2.10
District 7	\$6.58	\$1.17	District 7	\$13.13	\$3.14
District 8	\$6.00	\$1.57	District 8	\$8.50	\$2.21
District 9	\$6.69	\$1.54	District 9	\$14.46	\$2.18
District 10	\$8.40	\$1.17	District 10	\$13.38	\$3.28

**NURSING, MEDICAL AND LABORATORY TECHNICIAN SERVICES  
EMERGENCY MEDICAL TECHNICIAN**

	<b>Prevailing Wage Rate</b>	<b>Benefit Rate</b>		<b>Prevailing Wage Rate</b>	<b>Benefit Rate</b>
District 1	\$13.60	\$2.28	District 1	\$16.26	\$3.70
District 2	\$13.60	\$2.24	District 2	\$15.04	\$3.41
District 3	\$13.60	\$1.39	District 3	\$12.00	\$3.38
District 4	\$12.23	\$2.95	District 4	\$17.54	\$4.60
District 5	\$16.30	\$1.39	District 5	\$16.25	\$4.12
District 6	\$13.60	\$1.39	District 6	\$13.92	\$3.42
District 7	\$13.60	\$2.80	District 7	\$16.61	\$4.72
District 8	\$13.60	\$2.24	District 8	\$17.71	\$4.72
District 9	\$12.23	\$2.95	District 9	\$17.88	\$4.76
District 10	\$13.60	\$2.24	District 10	\$17.02	\$5.06

Nonconstruction 2003

Nonconstruction 2003

**Rates Effective Dec. 25, 2003**  
**NURSE ANESTHETIST**

**32**

	<b>Prevailing Wage Rate</b>	<b>Benefit Rate</b>
<b>District 1</b>	\$41.92	\$8.18
<b>District 2</b>	\$41.92	\$8.18
<b>District 3</b>	\$41.92	\$8.18
<b>District 4</b>	\$41.92	\$8.18
<b>District 5</b>	\$41.92	\$8.18
<b>District 6</b>	\$41.92	\$8.18
<b>District 7</b>	\$41.92	\$8.18
<b>District 8</b>	\$41.92	\$8.18
<b>District 9</b>	\$41.92	\$8.18
<b>District 10</b>	\$41.92	\$8.18

**NURSE ASSISTANT**

	<b>Prevailing Wage Rate</b>	<b>Benefit Rate</b>
<b>District 1</b>	\$8.42	\$1.75
<b>District 2</b>	\$9.32	\$2.49
<b>District 3</b>	\$7.18	\$2.00
<b>District 4</b>	\$6.50	\$1.69
<b>District 5</b>	\$8.07	\$3.67
<b>District 6</b>	\$8.83	\$1.12
<b>District 7</b>	\$8.66	\$2.13
<b>District 8</b>	\$8.60	\$1.46
<b>District 9</b>	\$8.55	\$1.67
<b>District 10</b>	\$8.89	\$2.46

Nonconstruction 2003

**Rates Effective Dec. 25, 2003**  
**NURSE PRACTITIONER**

**33**

	<b>Prevailing Wage Rate</b>	<b>Benefit Rate</b>
<b>District 1</b>	\$28.55	\$5.29
<b>District 2</b>	\$28.18	\$5.28
<b>District 3</b>	\$28.14	\$4.88
<b>District 4</b>	\$30.00	\$7.50
<b>District 5</b>	\$28.16	\$4.50
<b>District 6</b>	\$27.81	\$4.15
<b>District 7</b>	\$28.59	\$6.15
<b>District 8</b>	\$29.78	\$2.62
<b>District 9</b>	\$28.47	\$5.70
<b>District 10</b>	\$31.69	\$5.43

**NURSE, COMMUNITY HEALTH**

	<b>Prevailing Wage Rate</b>	<b>Benefit Rate</b>
<b>District 1</b>	\$16.19	\$4.72
<b>District 2</b>	\$16.19	\$4.37
<b>District 3</b>	\$17.04	\$6.02
<b>District 4</b>	\$17.71	\$3.45
<b>District 5</b>	\$15.66	\$4.07
<b>District 6</b>	\$16.19	\$5.65
<b>District 7</b>	\$15.83	\$3.47
<b>District 8</b>	\$16.93	\$4.40
<b>District 9</b>	\$14.42	\$3.26
<b>District 10</b>	\$15.50	\$4.03

Nonconstruction 2003

**Rates Effective Dec. 25, 2003**  
**NURSE, GENERAL DUTY**

**34**

**Rates Effective Dec. 25, 2003**  
**ORDERLY**

**35**

	Prevailing Wage Rate	Benefit Rate
District 1	\$17.88	\$4.00
District 2	\$22.40	\$4.62
District 3	\$18.22	\$4.50
District 4	\$20.89	\$5.13
District 5	\$15.66	\$4.07
District 6	\$17.67	\$2.64
District 7	\$20.11	\$5.20
District 8	\$19.00	\$4.40
District 9	\$18.82	\$7.23
District 10	\$18.02	\$5.48

**NURSE, OFFICE**

	Prevailing Wage Rate	Benefit Rate
District 1	\$17.93	\$3.73
District 2	\$17.03	\$3.05
District 3	\$14.18	\$2.21
District 4	\$14.69	\$2.85
District 5	\$15.66	\$3.96
District 6	\$15.65	\$2.16
District 7	\$14.02	\$2.49
District 8	\$16.93	\$4.40
District 9	\$15.55	\$3.98
District 10	\$16.07	\$4.03

Nonconstruction 2003

**MAIL HANDLING**

**MAIL CARRIER**

	Prevailing Wage Rate	Benefit Rate
District 1	\$7.75	\$1.42
District 2	\$7.14	\$1.42
District 3	\$5.50	\$1.42
District 4	\$7.45	\$1.74
District 5	\$7.45	\$1.42
District 6	\$5.50	\$1.42
District 7	\$7.45	\$1.74
District 8	\$7.45	\$1.74
District 9	\$8.71	\$1.74
District 10	\$7.45	\$1.74

Nonconstruction 2003

**Rates Effective Dec. 25, 2003**  
**MAIL HANDLER**

36

	<b>Prevailing Wage Rate</b>	<b>Benefit Rate</b>
District 1	\$9.37	\$0.83
District 2	\$9.37	\$1.32
District 3	\$9.37	\$0.83
District 4	\$9.37	\$1.32
District 5	\$9.37	\$1.32
District 6	\$9.37	\$1.32
District 7	\$9.37	\$1.32
District 8	\$9.37	\$1.32
District 9	\$9.37	\$1.32
District 10	\$9.37	\$1.32

**FOOD SERVICE**

**FOOD SERVICE WORKER**

	<b>Prevailing Wage Rate</b>	<b>Benefit Rate</b>
District 1	\$7.78	\$2.01
District 2	\$7.75	\$2.02
District 3	\$7.89	\$2.11
District 4	\$5.85	\$1.52
District 5	\$7.27	\$2.12
District 6	\$7.23	\$1.54
District 7	\$8.35	\$1.70
District 8	\$7.99	\$2.17
District 9	\$6.75	\$1.68
District 10	\$8.10	\$2.51

Nonconstruction 2003